

**BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2024**

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*Issued: January 4, 2024  
Reissued: January 9, 2024  
Work Session: January 9, 2024  
Legislative Day No. 2: January 16, 2024*

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*The accompanying notes are  
compiled from unaudited  
information provided by  
the Administration and  
other sources.*



OFFICE OF THE COUNTY AUDITOR

**BALTIMORE COUNTY COUNCIL**

**January 16, 2024**

**NOTES TO THE AGENDA**

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\* Note included in reissued package

\*\* Revised note included in reissued package

**AGENDA  
BALTIMORE COUNTY COUNCIL  
LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 2  
January 16, 2024 6:00 P.M.**

CEB = CURRENT EXPENSE BUDGET  
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE

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**CALL OF BILLS FOR FINAL READING AND VOTE**

- 1            **KIMBERLY ROUTSON, DEPUTY LEGISLATIVE OFFICER, EXECUTIVE OFFICE**  
Bill 100-23 – Mr. Jones(By Req.) – Local Supplement to Homeowners’ Tax Credit
- 6            **BOB SMITH, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS**  
Bill 101-23 – Mr. Jones(By Req.) – CEB – NPS Bi-Lingual Park Ranger Grant
- COUNCIL**
- 9            Bill 102-23 – Mr. Patoka – Zoning Regulations – Off-Street Parking Requirements  
10          Bill 103-23 – Mr. Marks – Temporary Storage Units in Residential Zones

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

- 11          **HORACIO TABLADA, DIRECTOR, DEPARTMENT OF ENVIRONMENTAL PROTECTION & SUSTAINABILITY**  
1. Contracts – (2) – On-call urban reforestation services – DEPS
- 15          **DEBRA SHINDLE, PROPERTY MANAGEMENT**  
2. Contract – Patapsco Mechanical, LLC – Cleaning, maintenance & repair of large boilers – PM
- 18          **SETH BLUMEN, ENERGY & SUSTAINABILITY COORDINATOR, EXECUTIVE OFFICE**  
3. Amendment to Contract – CEG Solutions, LLC – Energy saving services – EO
- 22          **D’ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**  
22          4. Contract – M-One Trucking, LLC – Snow removal and deicing services – DPWT  
              5. Contract – J. Behn & Sons, LLC – Snow removal and deicing services – DPWT
- 26          **TIM CHANCE, ASSISTANT COUNTY ATTORNEY, REAL ESTATE COMPLIANCE**  
26          6. Contract of Sale – Stephen & Alicia Reuter - Acquisition of drainage/utility easement area – 9021 Fieldchat  
              Road, 21236-REC  
              7. Contract of Sale – Keith & Kathleen Hood - Acquisition of drainage/utility easement area – 4234 E. Joppa  
              Road, 21236-REC
- 30          **LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES**  
34          8. Contract – Laboratory Corporation of America Holdings – General laboratory services – HHS  
              9. Contracts – (7) – Prevention, early detection & diagnosis/treatment of cancer - HHS

**MISCELLANEOUS BUSINESS**

**COUNCIL**

- 1. Appointment – Mr. Patoka – Fair Election Fund Commission – Bernice Tucker
- 2. Appointment – Mr. Kach – Fair Election Fund Commission – Jamie E. McGuirk
- 3. Appointment – Mr. Marks – Fair Election Fund Commission – Stephanie E. Baynes
- 45 4. Correspondence - (a) (2) - Non-Competitive Awards (December 6, 2023)

**BOB SMITH, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS**

- 38 5. 1-24 – Mr. Jones(By Req.) – Accept donation of parcel of land for recreational purposes – Bloomsbury Avenue

**TERRY HICKEY, DIRECTOR, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

- 40 6. 2-24 – Mr. Jones(By Req.) – Approval of loan – Prescott Square Apartments, LLC – Pikesville Area
- 40 7. 3-24 – Mr. Jones(By Req.) – Payment in lieu of taxes – written agreement – Prescott Square Apartments, LLC

**COUNCIL**

- 8. Appointment – Mr. Patoka(By Req.) – Animal Hearing Board – Neil A. Pigott
- 9. Appointment – Mr. Patoka(By Req.) – Animal Hearing Board – Amanda Serafini
- ~~10. Appointment – Mr. Patoka(By Req.) – Animal Hearing Board – Ross Ehudin~~
- 11. Appointment – Mr. Patoka(By Req.) – Acting Director – Office of Human Resources – Renee Coleman
- 12. Appointment – Mr. Patoka(By Req.) – Acting Director – Department of Economic & Workforce Development – Sameer Sidh
- 13. Appointment – Mr. Young – Fair Election Fund Commission – Katrina O'Brien

Bill 100-23

Council District(s) All

Mr. Jones (By Req.)

Executive Office

**Local Supplement to Homeowners' Tax Credit**

Bill 100-23 implements certain updates to the County's Local Supplement to Homeowners' Tax Credit. This tax credit is a local counterpart to the State Homeowners' Tax Credit set forth in § 9-104 of the Tax-Property Article of the Maryland Code, and authorized under § 9-215 of the Tax-Property Article of the Maryland Code. See Exhibit A. *Note: The Administration confirmed that amendments to the introduced bill are necessary to accomplish its intent for this legislation; this fiscal note is written based on the understanding that the bill as amended will effectively increase the combined income maximum from \$60,000 to \$75,000 for homeowners meeting the hardship qualification.*

**Fiscal Summary**

<b>Funding Source</b>	<b>Foregone General Fund Revenue</b>	<b>Administration Costs</b>
<b>County</b>	\$ 1,250,000 <sup>(1)</sup>	* <sup>(2)</sup>
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 1,250,000</u>	<u>*</u>

<sup>1)</sup> Maximum foregone revenue over the five-year effective period of the proposed legislation.

<sup>2)</sup> Not yet available. The Administration advised that it is working with the State Department of Assessments and Taxation (SDAT) to determine associated administration costs, which the County is required by State law to cover.

### New Definitions

Bill 100-23 incorporates the definition for “gross income” from State law, which is defined as the total income from all sources for the calendar year that immediately precedes the taxable year, whether or not the income is included in the definition of gross income for federal or State tax purposes.

“Gross income” includes: any benefit under the Social Security Act or the Railroad Retirement Act; the aggregate of gifts over \$300; alimony; support money; any nontaxable strike benefit; public assistance received in a cash grant; a pension; an annuity; any unemployment insurance benefit; any workers' compensation benefit; the net income received from a business, rental, or other endeavor; any withdrawal, payment, or distribution from an individual retirement account; any withdrawal, payment, or distribution from any qualified retirement savings plan; and any rent on the dwelling, including the rent from a room or apartment. “Gross income” does not include: any income tax refund received from the State or federal government; or any loss from business, rental, or other endeavor.

Bill 100-23 also adds a definition for “hardship,” which means “an illness or accident-related injury of a homeowner or a member of the homeowner’s immediate family; or a property casualty event at a homeowner’s dwelling.”

### Combined Income Qualification

Under current law, a homeowner may be granted the property tax credit if their combined net worth, as of December 31 of the calendar year that precedes the year in which the homeowner applies for the property tax credit, does not exceed \$200,000 and if their combined income in that same calendar year does not exceed \$60,000. Bill 100-23 (as amended) adds another method of qualification for a homeowner who is facing hardship circumstances by removing the prohibition based on combined income for a homeowner facing hardship circumstances whose combined income exceeds \$60,000 but does not exceed \$75,000.

### Hardship Qualification

Under current law, there is no method for qualifying for the property tax credit due to hardship circumstances. Bill 100-23 (as amended) adds a new hardship qualification for a homeowner whose combined income exceeds \$60,000 but does not exceed \$75,000 if, on the tax credit application, the homeowner demonstrates the following.

1. The homeowner suffered a hardship in the calendar year that precedes the year in which the homeowner applies for the credit;
2. The homeowner was eligible for and received the credit in the calendar year that precedes the year in which the homeowner applies for the credit;
3. The homeowner was denied the credit for having a combined income that exceeds \$60,000;
4. The homeowner paid or incurred expenses relating to the hardship that resulted in significant financial distress for the homeowner; and
5. The homeowner's combined income would not have exceeded \$60,000 if not for expenses related to the hardship.

#### Hardship Qualification Approval Process and Limitations

The homeowner must include in their application documentation supporting the hardship. In addition to the County's approval, the hardship must be approved by SDAT. If the State denies a homeowner's request for a hardship exception and, as a result, the homeowner is not eligible for the property tax credit, the homeowner may appeal the denial in accordance with the policies and procedures under §§ 14-509(c) and 14-512(e) of the Tax-Property Article of the Maryland Code.

The homeowner is eligible to receive a credit due to a hardship on the dwelling that is owned by the homeowner one time only, and the total local Homeowners' tax credits granted collectively to County property owners for hardship circumstances may not exceed an aggregate amount of \$250,000 in any fiscal year.

The Administration advised that the fiscal impact of Bill 100-23 (as amended) will be borne by the General Fund. The maximum credit amount would total \$160 per homeowner. The Administration advised that the credit will be awarded on a "first come, first served" basis; as a result, based on the \$250,000 annual program cap and the \$160 maximum credit, approximately 1,562 homeowners would receive a credit in a given year. The Administration further advised that it is working with SDAT to determine associated administration costs, which the County is required by State law to cover; however, because the parameters of the proposed legislation are narrow, it expects the administrative and total costs of the program to be minimal.

According to SDAT, in 2022, State Homeowners' Tax Credits totaling approximately \$7.3 million were awarded to 5,707 Baltimore County eligible households, for an average credit of \$1,274 per

household. The County's Local Supplement Program provides eligible homeowners with an additional credit of up to \$160 per household, resulting in foregone General Fund Revenues of between \$1.0 million and \$1.5 million per year.

With the affirmative vote of five members of the County Council, Bill 100-23 will take effect on June 1, 2024 and shall be applicable to all taxable years beginning after June 30, 2024. The provisions of Bill 100-23 will remain effective until June 1, 2029, and with no further action required by the Baltimore County Council, shall be abrogated and of no further force and effect.



## Executive Summary

Local governments are authorized to grant a local supplement to the homeowners' property tax credit program. While SDAT administers the local program, local governments are responsible for covering the cost of the local supplement. Currently, Baltimore City and 13 counties provide a local supplement to the State program. In addition, several municipalities also provide a local supplement. The proposed legislation would alter the existing supplement to the homeowners' property tax credit by expanding eligibility to additional homeowners who suffered a hardship, as defined in the bill, and have exceeded the combined gross household income of \$60,000. But for this tremendous hardship, the recipients of this credit would have been eligible for the traditional local supplement to the homeowners' property tax credit.

The Maryland General Assembly passed enabling legislation in 2023 that would allow local jurisdictions to alter by law the provisions of a local supplement, including the limitation on combined net worth or combined gross income. As outlined by the state legislation, the Maryland Department of Assessments and Taxation (SDAT) is responsible for the administrative duties that relate to the application and determination of eligibility for the tax credit and the County shall reimburse the Department for the reasonable cost of administering the credit.

Prepared by: Executive Office

Bill 101-23 (Supplemental Appropriation)

Council District(s) 5 & 7

Mr. Jones (By Req.)

Department of Recreation and Parks

NPS Bi-Lingual Park Ranger Grant

The Administration is requesting a supplemental appropriation of federal funds totaling \$150,000 to the NPS [National Park Service] Bi-Lingual Park Ranger Grant Gifts and Grants Fund program. The Department advised that the funds will be used to implement a two-year Bi-Lingual Park Ranger Community Engagement Pilot Project. The Department further advised that the funds will be used primarily toward the salary and benefits of a new full-time Spanish speaking Park Ranger who will work primarily at Rocky Point and Miami Beach Parks and Marshy Point Nature Center to provide customer information and assistance while also offering new Spanish language programs and events. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State	--	--	--
Federal <sup>(1)</sup>	\$ 150,000	--	\$ 150,000
Other	--	--	--
<b>Total</b>	<u>\$ 150,000</u>	<u>--</u>	<u>\$ 150,000</u>

<sup>(1)</sup> U.S. Department of the Interior, National Park Service. No County matching funds are required.

Analysis

The Department advised that the project will focus on providing targeted customer service and wayfinding/informational signage and programs in Spanish, primarily at the County's eastern

beach front parks – Rocky Point and Miami Beach Parks and Marshy Point Nature Center, and improving and expanding community connections/programs partners to engage new Spanish-speaking park users in Chesapeake Gateway program initiatives, conservation, stewardship and nature/water-based programs.

To facilitate the community outreach, the Department advised that it plans to use the proposed supplemental appropriation primarily toward the salary and benefits (\$141,233 over two years) of a new full-time Spanish speaking Park Ranger. During the peak season (May - August), the Park Ranger will provide customer information and assistance while also offering new Spanish language programs and events at Rocky Point and Miami Beach Parks and Marshy Point Nature Center. During the non-peak season (September - April), the Park Ranger will patrol these areas on a more limited basis (as well as other areas as needed (e.g., Loch Raven Fishing Center)), and will work with the Department's Diversity & Inclusion Naturalist to develop and implement additional school and/or community-based Spanish language programs and events. The Department advised that it plans to begin the recruitment/hiring process upon Council approval of the proposed supplemental appropriation, with the Park Ranger beginning work in May 2024. The Department advised that the remaining grant funds (\$8,767) will be used for Spanish language wayfinding and informational park signage and printed informational and historical materials.

The grant period is September 14, 2023 through January 31, 2026. The Department advised that it plans to apply for an extension through April 30, 2026. No County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 101-23 will take effect January 29, 2024.

## **Executive Summary**

The National Park Service has awarded Baltimore County Recreation and Parks a \$150,000 grant to implement a two-year Bi-Lingual (Spanish) Park Ranger Community Engagement Project. The grant term is from September 14, 2023 through January 31, 2026. The funds will be used to hire a Spanish speaking Park Ranger who will work primarily at our eastern county beach front parks, Rocky Point, Miami and Marshy Point and also to install Spanish language way-finding and informational park signage in these areas. A key component of this project is community outreach into the surrounding areas to determine program interest, recruit Spanish speaking community members to participate in local stewardship and Bay education programs, and develop new programs and events geared to this target population. We plan to work with local community groups and also the County Executive's Office of Community Engagement to develop and implement the outreach methods.

The grant funds are available as needed through the federal government's ASAP system. Semi-Annual Financial and Progress reports are required, along with a final grant report at the completion of the grant term. Our Management Assistant/Grants Coordinator will be responsible for collecting the necessary documentation and submitting these reports.

Recreation and Parks is requesting to amend the FY'24 Budget to include an additional \$150,000 in grant funds to support the Bi-Lingual Park Ranger Community Engagement Project.

Prepared by: Department of Recreation and Parks

**Bill 102-23**

**Council District(s)   2**

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**Mr. Patoka**

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**Zoning Regulations – Off Street Parking Requirements**

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Bill 102-23 amends the off-street parking requirements for certain commercial and service uses in the Baltimore County Zoning Regulations. Specifically, the bill reduces the minimum number of required off-street parking spaces for a retail warehouse club from 5 to 2.5 spaces per 1,000 square feet of gross floor area. However, the retail warehouse club must be located within the Owings Mills Commercial Revitalization District.

With the affirmative vote of five members of the County Council, Bill 102-23 will take effect 14 days after its enactment.

**Bill 103-23**

**Council District(s) All**

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**Mr. Marks**

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**Temporary Storage Units in Residential Zones**

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Bill 103-23 amends the definition of a “temporary storage unit” as that term is used in the Transportation Article of the County Code relating to the parking of such units within a residential zone.

Under current law, a person may not park or locate a temporary storage unit on any public road or street within a residential zone for more than 5 days, or on any private property within a residential zone for more than 60 days. Also, there are right-of-way setbacks, advertising restrictions, and required safety equipment for a temporary storage unit.

Currently, a “temporary storage unit” means a portable container for the temporary storage of furniture, clothing, or other personal or household belongings as part of the process of household renovation or moving or the relocation of household belongings to an offsite commercial storage location. Under current law, if a person parks a temporary storage unit on a public road, but uses it for the storage of items not set forth in the definition, the parking and location restrictions may not apply.

Bill 103-23 expands the definition of a “temporary storage unit” to a portable container for the temporary storage of any items, goods, or property, which may include but not be limited to bulk items, furniture, clothing, or other personal or household belongings. Under this expanded definition, the parking and location restrictions apply regardless of the content held in the temporary storage unit.

With the affirmative vote of five members of the County Council, Bill 103-23 will take effect 14 days after its enactment.

FM-1 (2 Contracts)

Council District(s) All

Department of Environmental Protection and Sustainability

On-Call Urban Reforestation Services

The Administration is requesting approval of two contracts, with Wright Environmental & Land Services, LLC and Y&L Landscaping, Inc. dba Y&L Landscaping and Tree Service, to provide on-call site preparation, tree planting, monitoring, and maintenance for “urban” (landscape-style) tree planting projects in support of the County’s efforts to meet its reforestation requirements under the Maryland Forest Conservation Act and its Phase II Chesapeake Bay Watershed Implementation Plan. Each contract commences upon Council approval, continues for 3 years, and will renew automatically for eight additional 1-year periods (seven for planting and maintenance and one for maintenance only) with the option to extend the initial term or any renewal term an additional 120 days. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for both contractors combined totals \$11,886,108 for the entire 11-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Total Compensation	Notes
County <sup>(1)</sup>	\$ 11,886,108	<sup>(1)</sup> Capital Projects Fund. <sup>(2)</sup> Estimate for both contractors combined for the entire 11-year and 4-month term.
State	--	
Federal	--	
Other	--	
<b>Total</b>	<u>\$ 11,886,108</u> <sup>(2)</sup>	

### Analysis

The contractors will provide on-call urban (landscape-style) tree planting projects in support of the County's reforestation requirements under the Maryland Forest Conservation Act and the County's Phase II Chesapeake Bay Watershed Implementation Plan (WIP). The Department advised that the County has planted over 400 acres of traditional trees and 2,000 landscape-style trees under these programs since 2011. Services will include site preparation (including weed and vegetation management), tree planting (furnishing and installing trees and tree protection barriers), and site and tree maintenance (e.g., shelter upkeep, pruning, fertilizing). The contracts require that all work performed shall be guaranteed for a minimum period of one year from the date of planting; trees (including replacement trees) provided and planted shall be guaranteed to survive and shall be maintained for one year from the date of planting.

Hourly labor rates range from \$38 to \$75, depending on the contractor and skill level (i.e., supervisor, skilled or unskilled labor). Markup costs for plants, trees, and planting materials (e.g., stakes, mulch, fertilizer) range from 15% to 30%, depending on the contractor. Equipment (e.g., auger, subsoiler) costs are \$30 or \$100 per hour for site preparation, planting, and maintenance and \$280 or \$500 per day for a water truck, depending on the contractor. The assignment of work will be at the County's sole discretion. The Department advised that both contractors will bid on individual projects, and the award will be based on project proposal, project cost, and expertise, with cost being the most important factor unless a project requires a higher level of expertise and experience (e.g., root barrier installation). The Department further advised that maintenance costs for the 11-year and 4-month period are included with the planting costs for the first 10-year period, and the County will not incur any additional costs during the 1-year maintenance-only period.

Each contract commences upon Council approval, continues for 3 years, and will renew automatically for eight additional 1-year periods (seven for planting and maintenance and one for maintenance only) with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for both contractors combined totals \$11,886,108 for the entire 11-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of the second year of the initial term and each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer



Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The Department advised that the combined estimated total compensation amount also includes a 5% contingency. The County may terminate the agreements by providing 30 days prior written notice.

The County awarded the contracts through a competitive procurement process based on low bid from six bids received. According to the bid documents, there is a 25% M/WBE participation requirement.

On March 16, 2020, the Council approved two similar 7-year and 3-month contracts, with Level Land, Inc. and Wright Environmental & Land Services, LLC. The County's financial system indicates that as of December 27, 2023, expenditures/encumbrances under the contracts totaled \$3,332,550: \$1,126,839 to Level Land, Inc. and \$2,205,711 to Wright Environmental & Land Services, LLC. The Department advised that since the prior solicitation for services, the County has significantly increased its urban tree planting program, including several new programs (e.g., Street Tree Replacement, Operation Re-Tree) and required an additional contractor. The Department further advised that it will continue to utilize the existing contract with Level Land, Inc. and will replace the current contract with Wright Environmental & Land Services, LLC with the proposed contract.

The Department advised that currently (and excluding the aforementioned contract), Wright Environmental & Land Services, LLC has four other contracts with the County.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

## **Executive Summary**

### **On Call Contract for Urban Reforestation Services**

Baltimore County Department of Environmental Protection and Sustainability (EPS) is responsible for the County's reforestation requirements under Maryland's 1991 Forest Conservation ACT (FCA) and the County's Chesapeake Bay TMDL program in support of Baltimore County's MS4 Permit. Under these programs, the County has planted over 400 acres of trees and 2,000 landscape style trees since 2011.

The purpose of these contracts is to provide urban tree planting (landscape style tree) services, including site preparation, tree planting, and tree maintenance for one year after planting. Trees will be credited under the County's MS4 permit. Landscape style trees are balled and burlapped or containerized trees with a 1.5-2" diameter at breast height (dbh). These trees will be planted in the public rights-of-ways along the streets of Baltimore County. Each tree is typically equipped with stakes, a mower guard, bark protector, water bag, and mulch.

Each Contractor and EPS will consult together on a project-by-project basis on the Scope of Work for the Contractor's duties. EPS will provide planting plans including the tree locations and desired species. The Contractor will provide EPS with a written proposal for each project.

Y & L Landscaping Inc. and Wright Environmental LLC are the two vendors selected for this contract through a competitive bid. Wright Environmental has provided reforestation and urban tree planting services to the County since 2014.

Expenditures will not exceed the County Council approved appropriation for this service. Projects will be funded by EPS Capital Improvement Program.

Prepared by: Department of Environmental Protection and Sustainability

**FM-2 (Contract)**

**Council District(s) All**

**Property Management**

**Cleaning, Maintenance & Repair of Large Boilers**

The Administration is requesting approval of a contract with Patapsco Mechanical, LLC to provide inspection, cleaning, and repair services for large boilers at County-owned and/or operated buildings. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation totals \$512,668 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 512,668	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Estimate for the entire 5-year and 4-month term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 512,668 <sup>(2)</sup>	

**Analysis**

The contractor will provide all labor, materials, supervision, equipment, services, incidentals, and related items necessary for the inspection, cleaning, and repair of large boilers at County-owned and/or operated buildings. The contract identifies 43 boilers in 19 locations, which will require cleaning every year or every other year, and provides that the County reserves the right to add or remove boilers and/or boiler locations. The rates for cleaning the boilers are based on the number of boilers at each location and range from \$2,000 to \$14,000. Hourly labor rates for skilled

technicians are \$140 and \$180 (regular and overtime), and the mark-up for materials is 26%. The contract provides that all work shall be performed, completed, and accepted by September 30<sup>th</sup> of each year with liquidated damages charged against the contractor at a rate of \$100 per calendar day per building not completed in accordance with the schedule.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation totals \$512,668 for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process based on low bid from two bids received. According to the bid documents, there is not an M/WBE participation requirement.

On November 5, 2018, the Council approved a similar 5-year and 3-month contract with M&E Sales, Inc. Property Management advised that Patapsco Mechanical, LLC purchased M&E Sales, Inc. in May 2021 and assumed the contract. Property Management further advised that expenditures/encumbrances under the contract totaled \$560,890 as of December 29, 2023.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

## **EXECUTIVE SUMMARY**

Property Management is requesting the approval of a contract with Patapsco Mechanical, LLC to provide large boiler cleaning and repair services throughout the County.

In no event shall the total compensation paid to the Contractor exceed the sum of the County Council approved appropriated amount during the entire term of this Agreement including renewals thereof. The Agreement shall be effective when it has been properly signed by all parties and when executed by the County (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) additionally one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days on the same terms and conditions.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower.

Prepared by: Property Management

**FM-3 (Contract Amendment)**

**Council District(s) 3 & 5**

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**Executive Office**

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**Energy Saving Services**

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The Administration is requesting an amendment to an Energy Savings Performance Contract (ESPC) with CEG Solutions LLC to continue to implement comprehensive energy efficiency and guaranteed savings programs at two County buildings: the Glen Arm Equipment Maintenance Facility and the Drumcastle Government Center. The Administration advised that the proposed amendment relates to change orders for additional services identified during construction. Current compensation totals \$3,582,857 during the 14-month construction period and an additional approximate \$375,000 in annual measurement and verification services fees (ranging from \$21,015 in the first year to \$33,407 in the fourteenth year) over the 14-year performance period. The proposed amendment increases compensation during the entire approximate 15-year and 2-month term by \$58,465, from \$3,957,643 to \$4,016,108. The Administration estimates that the County will incur annual energy and other (i.e., operations and maintenance) cost savings of approximately \$264,000 during the 14-year performance period after payment of the annual measurement and verification services fees; the contractor guarantees \$241,000 per year in cost savings. The Administration advised that the proposed contract is “budget-neutral” – with all project costs offset fully by guaranteed savings over the performance period. See Exhibit A.

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**Fiscal Summary**

<b>Funding Source</b>	<b>Contract Amendment</b>	<b>Current Total Compensation</b>	<b>Amended Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 58,465	\$ 3,957,643	\$ 4,016,108
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	\$ 58,465 <sup>(2)</sup>	\$ 3,957,643 <sup>(3)</sup>	\$ 4,016,108 <sup>(4)</sup>

<sup>(1)</sup> Capital Projects Fund.

<sup>(2)</sup> Additional compensation for the entire 15-year and 2-month term.

<sup>(3)</sup> The County will pay the fixed sum of \$3,582,857 during the 14-month construction period, plus an annual measurement and verification fee ranging from \$21,015 to \$33,407.

<sup>(4)</sup> Estimate for the entire term.

**Analysis**

On January 18, 2022, the Council approved the original contract with CEG Solutions LLC to provide complete services for a turnkey project, including design of complex energy and capital improvement projects, comprehensive construction management, equipment maintenance and repair/replacement for the selected energy conservation measures (ECMs), and ongoing measurement and verification services at the County’s Glen Arm Equipment Maintenance Facility and the Drumcastle Government Center. The Administration advised that the proposed amendment is necessary to increase the compensation for change orders for additional services identified during construction (e.g., additional light fixtures, relocation of thermostats). The Administration further advised that the change orders do not impact the annual guaranteed energy savings or overall payback period for the ECMs, but do have costs associated which are covered by County-controlled contingency funds.

The contract requires the County to pay the contractor \$3,582,857 during the 14-month construction and installation period. Additionally, the County will pay the contractor an annual measurement and verification services fee ranging from \$21,015 in the first year to \$33,407 in the fourteenth year; such fees total approximately \$375,000 over the 14-year performance period. The proposed amendment increases the estimated total compensation by \$58,465 to \$4,016,108 for the entire approximate 15-year and 2-month term.

The Administration previously advised that the cost of the project will be paid from guaranteed savings generated by the project and estimated that the County will incur annual energy and other (i.e., operations and maintenance) cost savings of approximately \$264,000 during the 14-year performance period, after payment of the annual measurement and verification services fee, recouping all funds paid to the contractor in 13.6 years. The contract provides that in the event the energy and cost savings achieved during any performance period year are less than the guaranteed threshold savings (91% of estimated cost savings, or approximately \$241,000), the contractor will pay the County an amount equal to the deficiency. During the guaranteed savings period, the contractor shall provide service, repairs, and adjustments to the equipment at no cost to the County.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”



## **Executive Summary**

In January, 2022, the County entered into an energy performance contract with CEG Solutions for a turnkey project including design of complex energy and capital improvement projects, comprehensive construction management, equipment maintenance and repair/replacement for the selected projects, and ongoing measurement and verification (M&V) services. The contract had a not-to-exceed amount of \$3,957,643.06.

The contract amount is shown as \$3,582,856 in the original contract document, and the performance period service costs for years 1-14 (lines E-R) are listed separately. When the performance period costs are included, it results in a total cost of \$3,957,643.06. Therefore, the performance period cost line items are documented and approved and the correct original contract amount is \$3,957,643.06.

CEG Solutions has requested concurrence of the County for changes orders for additional services identified during construction (\$58,464.63), which have been approved by the County. The adjustment in the contract will require a contract amendment. The new contract total is \$4,016,107.69.

In September 2023, CEG Solutions requested concurrence of the County for changes orders for additional services identified during construction that were not identified in the energy audit and design phases. The measures included:

1. Evening work for lighting installations. The cost for this scope of work was covered by the County contingency that was included in the original contract amount.
2. Additional light fixtures installed at Drumcastle Government Center and Glen Arm Maintenance Facility. The per-unit prices for this change order remain the same as in the initially-proposed prices. These additional lighting fixtures were not accounted for in the original Investment Grade Audit and are necessary to meet the needs of staff and personnel.
3. Thermostats were added so individual infrared heaters could be controlled. It was necessary to ensure the thermostats were not located within locked cages and are open to access by maintenance personnel.
4. Relocation of five thermostats from their designed locations. The thermostats are for infrared heaters for Glen Arm. This scope item also included moving conduit and electrical wiring.

The change orders do not impact the EPC's Annual Guaranteed Energy Savings or overall payback period for the energy measures, but do have costs associated, which are covered by County-controlled contingency funds. The change order amounts are to be documented through contract amendment requiring approval of County Council. The internal County team recommends approval of the change orders for energy measures described.

Prepared by: Executive Office

FMs-4 & 5 (2 Contracts)

Council District(s) All

**Department of Public Works and Transportation**

**Snow Removal and Deicing Services**

The Administration is requesting approval of two contracts, with M-One Trucking, LLC (FM-4) and J. Behn & Sons, LLC (FM-5), to provide on-call snow removal and salt application services. Each contract commences upon Council approval, continues through April 30, 2024, and may be renewed automatically for four additional 1-year periods. (November 1 through April 30 constitutes a snow season.) The contracts provide that compensation may not exceed the amount appropriated for the entire contract term. The Department advised that the contract amounts are not reasonably estimable at this time. The FY 2024 budget for the Storm Emergencies Program totals \$8.5 million, including \$3.7 million for contractual snow removal services. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Combined Maximum Compensation</b>
<b>County</b> <sup>(1)</sup>	*	*
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	* (2)	* (3)

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> The hourly rates are \$135 or \$175, depending on the contractor and type of equipment provided.

<sup>(3)</sup> Compensation may not exceed the amount appropriated for snow removal and salt application services for the entire term. The amounts are not reasonably estimable at this time.

**Analysis**

In accordance with the Department’s snow removal plan, responsibility for most Priority 1 routes (i.e., roads with traffic volumes of at least 10,000 vehicles per day) will be assigned to contractors, allowing the County to focus its efforts on subdivision streets more quickly.

The proposed two contractors will provide the following:

<u>Contractor</u>	<u>Equipment</u>	<u>Hourly Rate</u>
J. Behn & Sons, LLC	4 one-ton pick-up or small single-axle dump trucks, each with plow and spreader	\$135
M-One Trucking, LLC	2 single-axle dump trucks, each with plow and spreader	\$175

Each contractor will be paid based on the actual hours the equipment is in service, including up to 2 hours for travel time (1 hour each to and from the County highway shop). Additionally, the minimum work shift is 4 hours. The County will provide all rock salt for spreading on the road surfaces.

Each contract commences upon Council approval, continues through April 30, 2024, and may be renewed automatically for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that an estimated amount for each contract is undeterminable due to the unpredictable nature and timing of snowfalls (i.e., density and depth of snowfalls, number of snowfalls occurring during the season). The County may terminate the agreements by providing 30 days prior written notice.

The FY 2024 budget for the Storm Emergencies Program totals \$8.5 million, including \$3.7 million for contractual snow removal services. The Department advised that FY 2023 snow removal expenditures totaled \$1.1 million, including \$242,932 for contractual services.

The Office of Budget and Finance, Purchasing Division advised that the pricing and contract terms are based on similar contracts established by the State of Maryland. However, hourly rates may be changed at the beginning of each snow season based on the State rates in effect at that time. The State contracts include an additional incentive payment to the contractors after the snow

season ends in the amount of \$500 per truck if the contractors were available and present for all snow events. The County's contracts also include this incentive payment for contracts in place by November 1, 2023; the Purchasing Division advised that the proposed contractors will still be eligible for the incentive payment based on the date of the solicitation.

The County awarded the contracts through a competitive procurement process from three bids received; the Purchasing Division advised that the third bidder was unable to provide services. According to the bid documents, there is not an M/WBE participation requirement.

For the 2023/2024 snow season, the Department advised that snow removal equipment is available from its Bureau of Highways and Equipment Maintenance and Bureau of Utilities, the Department of Recreation and Parks, the Department of Education, and the Office of Budget and Finance – Property Management Division. The Purchasing Division advised that as of January 2, 2024, the County has contracts with 58 contractors that provide approximately 252 trucks and 66 pieces of equipment, excluding the proposed two contracts.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

## Executive Summary

**Vendor Name** – J. Behn & Sons, LLC and M-One Trucking, LLC

**Purpose-** Additional resources are needed to supplement county crews, especially during large events.

**Scope of Contract** – The Contractor shall provide snow removal and salt application services which the County may require during the Term. The County reserves the right to order such services as may be required during the Term, and it also reserves the right not to order any services, if it is found that such services are not required by the County during the Term. Snow removal shall consist of pushing all snow off the road surfaces of designated routes, to the sides of the roadways. Salt application shall involve the even distribution of rock salt across the same road surfaces being plowed by means of a salt spreader. The rate of application should be pre-calibrated as recommended by the Baltimore County Bureau of Highways during equipment installation by the Contractor.

**Contract Value-** The contract does not specify a contract capacity. The capacity is tied to the total appropriation for snow removal services. The County reserves the right to order such services as may be required during the Term, and it also reserves the right not to order any services, if it is found that such services are not required by the County during the Term.

**Term of Contract** – Upon Council approval through April 30, 2024 with four (4) one (1) year renewal options. A snow season is defined as beginning November 1<sup>st</sup> and ending April 30<sup>th</sup> of the next calendar year.

**Vendor Selection Method** – Best Qualified, Best Value, Competitive Bid, Experience, Low Bid

**MBE/WBE** – 0%

Prepared by: Department of Public Works and Transportation

**FMs-6 & 7 (2 Contracts)**

**Council District(s) 5**

**Office of Law – Real Estate Compliance Division**

**Acquisition of Drainage/Utility Easement - 9021 Fieldchat Road and  
4243 E. Joppa Road, 21236**

The Administration is requesting approval of two contracts to acquire easement access spanning, in total, approximately 0.062 acre for \$17,348 for system improvements to the Gunpowder and White Marsh pumping stations. FM-6 is a contract with Stephen M. Reuter and Alicia S. Reuter, for \$5,409, for easement access (0.013 acre) located at 9021 Fieldchat Road in Nottingham. FM-7 is a contract with Keith T. Hood and Kathleen M. Hood, for \$11,939, for easement access (0.049 acre) located at 4243 E. Joppa Road in Nottingham. The properties are zoned DR-5.5 (Density Residential – 5.5 lots per acre). The acquired easements will be used for drainage and utility easements and a temporary construction area. See Exhibit A and B.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Purchase Price</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 17,348	<sup>(1)</sup> Capital Projects Fund – Metropolitan District Enterprise Fund.
<b>State</b>	--	<sup>(2)</sup> Includes \$4,800 to compensate for adverse impacts to certain site improvements and \$81 in overpayment to Stephen M. Reuter and Alicia S. Reuter.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 17,348</u> <sup>(2)</sup>	

**Analysis**

Descriptions of the two acquisitions are as follows:

FM-6 – 9021 Fieldchat Road

The County’s staff appraiser completed an appraisal of the property effective July 31, 2023, recommending a value of \$5,409. After review and analysis, the County’s review appraiser

concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office advised that the property owner accepted the County's offer.

The total 0.013-acre property to be acquired, including the drainage and utility easement area (<0.001 acre) and the temporary construction area (0.013 acre), is part of a larger 0.114-acre parcel that is improved with a detached two-story residence. The purchase price includes \$4,000 to compensate for adverse impacts to certain site improvements. The Office advised that the purchase price also includes an \$81 overpayment to the property owner due to an error in the appraisal report, which should have reflected an appraisal value of \$5,328. The Office further advised that because the process to re-evaluate the property would cost more than the overpayment and would delay processing this acquisition, its request is to move forward with the current purchase price as reflected in the existing contract.

#### FM-7 – 4234 E. Joppa Road

The County's staff appraiser completed an appraisal of the property effective September 11, 2023, recommending a value of \$11,939. After review and analysis, the County's review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office advised that the property owner accepted the County's offer.

The total 0.049-acre property to be acquired, including the drainage and utility easement area, is part of a larger 0.273-acre parcel that is improved with a detached one-story residence. The purchase price includes \$800 to compensate for adverse impacts to certain site improvements.

The Office advised that the purpose of the Gunpowder to White Marsh System Improvement project is to make the County's sewer infrastructure more resilient and sustainable and reduce the possibility of overflow of raw sewage into the environment. The Office further advised that 78 acquisitions are needed for this project, and the proposed contracts represent the first two acquisitions. The FY 2024 Capital Budget includes more than \$200 million for this project.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000.

Executive Summary

PROGRAM TITLE: Gunpowder PS to Whitemarsh PS

PROJECT NO.: 201-0077-7275

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Stephen M. Reuter  
Alice S. Reuter

LOCATION: 9021 Fieldchat Road  
Nottingham, MD 21236

CONSIDERATION: \$5,409.00

PURPOSE OF PROJECT: This contract is for the purchase of Drainage and Utility Easement Area of 14 sq. ft. and a Temporary Construction Area of 546 sq. ft.

LIMITS OF PROJECT: 9021 Fieldchat Road  
Nottingham, MD 21236

Prepared by: Office of Law – Real Estate Compliance Division



Executive Summary

PROGRAM TITLE: Gunpowder PS to Whitemarsh PS

PROJECT NO.: 201-0077-7275

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Keith T. Hood  
Kathleen M. Hood

LOCATION: 4243 E. Joppa Road  
Nottingham, MD 21236

CONSIDERATION: \$11,939.00

PURPOSE OF PROJECT: This contract is for the purchase of Drainage and Utility Easement Area of 2,138 sq. ft.

LIMITS OF PROJECT: 4243 E. Joppa Road  
Nottingham, MD 21236

Prepared by: Office of Law – Real Estate Compliance Division

**FM-8 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**General Laboratory Services**

The Administration is requesting approval of a contract with Laboratory Corporation of America Holdings to provide general laboratory services for County residents served by Health Department programs (i.e., HIV/AIDS, family planning/reproductive health, tuberculosis control, adult substance use, and community health services/cancer screening clinics and school-based health centers). The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$872,100 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 774,771	(1) General Fund Operating Budget.
<b>State</b> <sup>(2)</sup>	4,144	(2) Maryland Department of Health (MDH).
<b>Federal</b> <sup>(3)</sup>	93,184	(3) U.S. Department of Health and Human Services, Centers for Disease Control and Prevention funds and Health Resources and Services Administration funds passed through MDH.
<b>Other</b>	--	(4) For the 5-year and 4-month term.
<b>Total</b>	<u>\$ 872,100</u> <sup>(4)</sup>	

**Analysis**

The contractor will provide general laboratory services (e.g., hematology, chemistry, and urinalysis) for County residents served by Health Department programs (i.e., HIV/AIDS, family planning/reproductive health, tuberculosis (TB) control, adult substance use, and community health services/cancer screening and referral clinics, and school-based wellness centers). The contractor will furnish all necessary supplies including blood collection tubes, urine collection jars, and lab requisition forms for the collection, preparation, and preservation of all specimens.

Testing will include, but is not limited to, lipid panel, thyroid, glucose, protein, and metabolic panels; however, the County reserves the right to add or remove tests as new services become available.

The contractor will deliver supplies to various Department health centers/clinics and school-based wellness centers and pick up specimens on the day the specimens are obtained. (The contractor will pick up specimens at a patient's home for the TB program as necessary.) The contract provides that the contractor shall use reasonable efforts to report results to the County within one week of the date of pick-up. Unit prices range from \$2.70 to \$890 depending on the type of test. The Department estimates the contractor will provide approximately 5,907 lab tests annually and will serve 5,150 County residents annually.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$872,100 for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process based on low bid from four bids received. According to the bid documents, there is not an M/WBE participation requirement.

On November 19, 2018, the Council approved a similar 5-year and 4-month contract not to exceed \$300,000 with Laboratory Corporation of America Holdings. On November 7, 2022, the Council approved an amendment to the contract, increasing the maximum compensation by \$300,000 to \$600,000, due to the high demand for COVID-19 testing. The County's financial system indicated that as of November 29, 2023, expenditures/encumbrances under the contract totaled \$598,254.

The Department advised that the proposed contract adds services for Cancer Program clients, in addition to clients served under the prior contract.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

## **Executive Summary**

The administration is requesting approval of a contract with Laboratory Corporation of America Holdings (“LabCorp”) with 4 one-year renewals not to exceed \$872,100. The contract is for patients served by Baltimore County Department of Health programs, including reproductive and sexual health clinics, HIV/AIDS clinics, tuberculosis control clinics, school-based health centers, and others. These services include pickup, transportation, processing specimen, results and laboratory interpretation. Results are provided to the Health Department for notification and follow-up with the client. We estimate this will serve about 5,150 clients annually over the duration of the contract.

Prepared by: Department of Health & Human Services

**FM-9 (7 Contracts)**

**Council District(s) All**

**Department of Health and Human Services**

**Prevention, Early Detection & Diagnosis/Treatment of Cancer**

The Administration is requesting approval of seven contracts to provide cancer prevention, early detection, and diagnosis and treatment services for low-income County residents. Each contract commences upon Council approval, continues through April 1, 2025, and may be extended for an additional three years. Two contracts also provide that the contractors shall have the right to be reimbursed for services provided retroactively to April 1, 2022, which allowed for the continuity of services until the proposed contracts were in place. The Department advised that compensation for all seven contractors is limited to the amount appropriated for these services. The Department further advised that estimated compensation for all contractors combined totals \$699,972 for the entire approximate 4-year and 2½-month term. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Total Compensation</b>	<b>Notes</b>
<b>County</b>	--	(1) Maryland Department of Health (MDH). (2) U.S. Department of Health and Human Services, Centers for Disease Control and Prevention funds passed through MDH. (3) Estimate for the entire approximate 4-year and 2½-month term.
<b>State</b> <sup>(1)</sup>	\$ 370,985	
<b>Federal</b> <sup>(2)</sup>	328,987	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 699,972</u> <sup>(3)</sup>	

**Analysis**

The following seven contractors will provide cancer prevention, early detection, and diagnosis and treatment services for low-income County residents: Dr. Steven Adashek; Adventist Healthcare, Inc.; Baltimore Ambulatory Center for Endoscopy, LLC; Jahangir Khan, M.D.; Dr. Saba Siddiqi; Drs. Hicken, Cranley, & Taylor, P.A.; and St. Agnes Healthcare, Inc. Services include screening,

diagnosis, and treatment for breast, cervical, colorectal, and lung cancer. The Department estimates that 224 clients will be served annually.

Each contract commences upon Council approval, continues through April 1, 2025, and may be extended for an additional three years. Two contracts (with Drs. Hicken, Cranley, & Taylor, P.A. and St. Agnes Healthcare, Inc.) provide that the contractors shall have the right to be reimbursed for services provided retroactively to April 1, 2022; the Department advised that to date, no costs have been incurred under the contract with Drs. Hicken, Cranley, & Taylor, P.A., and \$923 in costs has been incurred under the contract with St. Agnes Healthcare, Inc. The Department advised that compensation for all seven contractors is limited to the amount appropriated for these services. The Department further advised that estimated compensation for all contractors combined totals \$699,972 for the entire approximate 4-year and 2½-month term. Either party may terminate each agreement by providing 14 days prior written notice.

The County reimburses the contractors for services performed at the current approved rate, which is based on State Medicare, Medicaid, and Maryland Health Services Cost Review Commission reimbursement rates for screening, diagnosis and treatment, and for hospitals, respectively. The County contracts with any provider that serves Baltimore County residents and meets County, State, and federal requirements (e.g., clinical criteria, acceptance of mandated reimbursement rates) in order to allow eligible patients choices regarding medical providers. Under no circumstances will eligible patients be charged for services provided under these contracts. The Department advised that the County annually places an advertisement in *The Jeffersonian* to recruit providers.

On April 3, 2023, the Council approved amendments to 12 contracts for these services, including those with Dr. Steven Adashek, Adventist Healthcare, Inc., Baltimore Ambulatory Center for Endoscopy, LLC, Jahangir Khan, M.D., and Dr. Saba Siddiqi, which commenced retroactively on April 1, 2023 and continue through April 1, 2024, in order to allow the County sufficient time to execute new contracts. The Department advised that expenditures/encumbrances under these 12 contracts totaled \$294,846 as of October 30, 2023. The Department further advised that it plans to seek Council approval of additional contracts for these services in March 2024.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” The Department advised that retroactive

language is needed for two contracts (as noted above) because it had already assigned clients to them; one of these contracts will require payment for services already provided. Accordingly, this situation constitutes a violation of the aforementioned section of the County Charter.



## Executive Summary

The Baltimore County Department of Health Services seeks County Council approval of 7 contract renewal agreements to provide prevention, early detection and diagnosis/treatment of cancer for low-income residents.

### **BACKGROUND**

The Federal Centers for Disease Control and Prevention (CDC) and the State of Maryland Department of Health have awarded funds to the Baltimore County Department of Health for the purpose of prevention, early detection and diagnosis/treatment of cancer for low-income Maryland residents.

The Baltimore County Department of Health Cancer Program contracts with local providers to provide clinical services in accordance with the CDC and the State of Maryland mandated standardized requirements. The 7 Provider Contracts below were established to allow consumers the option to choose from a list of providers located throughout Baltimore County.

1. Steven M Adashek, M.D.
2. Adventist Healthcare, Inc.
3. Baltimore Ambulatory Center for Endoscopy, LLC
4. Jahangir M. Khan, M.D.
5. Saba Siddiqi, M.D.
6. Drs. Hicken, Cranley and Taylor
7. St. Agnes Healthcare, Inc.

### **FISCAL**

All 7 provider renewal agreements listed have been reviewed and approved by the Baltimore County Office of Law. If County Council approves these agreements, the contracts will be effective for an initial one-year period with a three-year renewal option.

Prepared by: Department of Health and Human Services

**MB-5 (Res. 1-24) Donation**

**Council District 1**

**Mr. Jones (By Req.)**

**Department of Recreation and Parks**

**Accept Donation of Parcel of Land for Recreational Purposes – Bloomsbury Avenue**

This resolution authorizes the County to accept a donation of an approximate 0.704-acre parcel of land located near 106 Bloomsbury Avenue in Catonsville from the Baltimore County Board of Education for a nominal consideration of \$1. The Department advised that the transfer of the land, which is part of the Catonsville Elementary School Recreation Center, is intended to shift administration and maintenance responsibilities for that land, as well as a portion of the County-owned Catonsville Short Line Trail, which was built on the property and is currently maintained by Catonsville Rails to Trails (CRTT) under a licensing agreement, to the Department; the Department advised that there will be no fiscal impact resulting from the responsibilities being assumed by the Department and that the CRTT will continue to maintain the trail under the licensing agreement. The Department further advised that Baltimore County Public Schools' current policy is to restrict public access to school recreation center properties during the school day, and by placing a portion of the school property under County ownership and responsibility, it will expand access for public use during the school day. See Exhibit A.

The Department advised that the Catonsville Short Line Trail is an important part of an extensive bicycle and pedestrian network in the Catonsville community, and it is used for both recreation and transportation.

County Charter, Section 306, vests in the County Council the power to accept gifts.

This resolution shall take effect from the date of its enactment.

Executive Summary

PROGRAM TITLE: Catonsville Rails to Trails (CRTT)

FISCAL MATTER: Resolution

GRANTOR: Board of Education of Baltimore County, Maryland

PROPERTY INTEREST TO  
BE RELEASED FOR SALE: 0.7035 acres +/- parcel of land

LOCATION: 0.7035 Acre Parcel of Land located near 106 Bloomsbury  
Avenue; at Catonsville Elementary School Recreation Center

COST: \$1.00

PURPOSE: The County, Department of Recreation and Parks, intends to  
utilize the donated parcel for recreational purposes.

Prepared by: Department of Recreation and Parks

**MB-6 (Res. 2-24) Approval of Loan  
MB-7 (Res. 3-24) PILOT**

**Council District(s) 2**

**Mr. Jones (By Req.)**

**Department of Housing and Community Development**

**Approval of Loan and Payment in Lieu of Taxes – Prescott Square Apartments, LLC**

Resolution 2-24 authorizes the County to provide a 20-year, \$3,000,000 loan of federal CDBG funds to Prescott Square Apartments, LLC to partially fund Prescott Square Apartments, LLC’s acquisition of 77 multi-family units, 60 of which will be income-restricted rental units, located at 4400 Old Court Road in Pikesville. As a companion matter, Resolution 3-24 authorizes the County to enter into a 10-year agreement with Prescott Square Apartments, LLC for stipulated payments-in-lieu of real property taxes (PILOT) in order to provide additional financial assistance for the acquisition. The PILOT agreement shall be effective July 1, 2024. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>County CDBG Loan (MB-6)</b>	<b>Property Tax Reduction (MB-7)</b>
<b>County</b> <sup>(1)</sup>	--	\$ 833,529 <sup>(3)</sup>
<b>State</b>	--	--
<b>Federal</b>	\$ 3,000,000 <sup>(2)</sup>	--
<b>Other</b>	--	--
<b>Total</b>	<b>\$ 3,000,000</b>	<b>\$ 833,529</b>

<sup>(1)</sup> The Department advised that the County will also provide a \$2 million, 20-year loan of ARPA funds with 2% interest from the County’s Housing Opportunities Fund (HOF).  
<sup>(2)</sup> The loan will have a 20-year repayment period with 2% interest.  
<sup>(3)</sup> Estimated net present value of property tax loss over the 10-year term of the PILOT agreement.

**Analysis**

Prescott Square Apartments, LLC will acquire an existing multi-family community consisting of 77 2-bedroom units located at 4400 Old Court Road in Pikesville from current owners LJSPrescott LLC, OCPrescott LLC, et al. Of the 77 units, 60 will be leased to households earning up to 60% of the area median income (e.g., up to \$46,900 for an individual and up to \$53,600 for a family of two). The Department anticipates that the acquisition will occur in February 2024. The Department further advised that the developer, Osprey Property Company II LLC, has applied for State financial assistance and, if received, will proceed with renovations to the property in 2025-2026.

MB-6

Resolution 2-24 authorizes the County to provide a \$3,000,000, 20-year loan of federal CDBG funds to Prescott Square Apartments, LLC at 2% interest to partially fund the costs associated with the acquisition.

The Administration previously submitted a 7-day notice to the Council (considered approved November 1, 2023) to authorize the County to provide a \$5,000,000, 20-year loan of ARPA funds from the County’s HOF to Osprey Property Company II, LLC at 2% interest to assist with the acquisition costs. The Department advised that the APRA loan amount has been revised to \$2,000,000.

The Department advised that acquisition costs total \$10.5 million and will be financed as follows:

Freddie Mac loan	\$ 5,500,000
Baltimore County CDBG (federal funds) loan	3,000,000
Baltimore County ARPA (federal funds) loan (from the HOF)	2,000,000
Total	<u>\$ 10,500,000</u>

MB-7

Resolution 3-24 authorizes the County to enter into a 10-year PILOT agreement (effective July 1, 2024) with Prescott Square Apartments, LLC with payments-in-lieu of taxes in the amount of \$300 per unit in the first year; increasing 3% per year in the second through fifth years; \$400 per unit in the sixth year; and increasing 3% per year in the seventh through tenth years. The PILOT agreement will reduce County real property tax revenue for the earlier of 10 years or as long as

the developer continues to maintain the affordability restrictions. The property owner shall make annual payments at the end of each calendar year, and the tax payment shall be made prior to payment of any debt service on the property.

Payments in the first year will total \$23,100 (\$300 per unit for 77 units). Estimated PILOT-generated revenue is \$92,400 less than the estimated County property tax revenue amount in the first year. PILOT-generated revenue is estimated to be a net present value amount of \$833,529 less than the County property tax amount over 10 years (assuming the assessed value of the property is equal to the acquisition cost of approximately \$10.5 million; the property value increases by 3% each year; and the present-value discount rate equals 5% per year). Should the property no longer maintain its affordability restrictions, Prescott Square Apartments, LLC will be liable for all foregone County property taxes.

The Annotated Code of Maryland, Tax-Property Article, Section 7-506.1 exempts certain subsidized rental housing projects from property taxation if the owner and governing body of the County agree to negotiated payments-in-lieu of real property taxes.

The Department advised that these housing units will fulfill a critical need for Baltimore County families, and that the 60 income-restricted units will count toward the County's obligations under the Voluntary Compliance Agreement (VCA) with HUD.

On April 3, 2017, the Council approved a 10-year PILOT agreement with Dogwood Towns LLC to provide financial assistance for the Towns at Woodfield rental housing development. The Department advised that Dogwood Towns LLC is in compliance with the terms of the PILOT and that Osprey Property Company II LLC was the project's developer.

These resolutions shall take effect from the date of their passage by the County Council.

## EXECUTIVE SUMMARY

Prescott Square Apartments is an existing multi-family community consisting of seventy-seven (77) 2-bedroom units, located at 4400 Old Court Road, Pikesville ("the Property"), in a naturally occurring affordable community less than a half mile from the Old Court Metro Subway Station in the County's Second (2nd) Councilmanic district.

Prescott Square Apartments, LLC plans to acquire the property in early 2024 and immediately preserve sixty (60) of the seventy-seven (77) units to serve residents whose incomes are at or below 60% of Area Median Income ("AMI"). The County requests approval to provide a low-interest source of financing needed to preserve the 60 attainable family units and to complete the acquisition.

The Department seeks County Council approval of a loan between the County and Prescott Square Apartments, LLC. The County will use federal ARPA and CDBG funds as the sources of the loan. The CDBG loan amount will be an amount up to \$3,000,000 with the remainder of the \$5,000,000 loan consisting of ARP funds. The loan term will be 20 years with a 2% annual interest rate, and payments subject to surplus cash flow. The project will remain affordable during the length of the loan. Loan funds will be disbursed at closing which is scheduled for February 2024.

Prescott Square Apartments LLC has also requested the approval of a ten (10) year Payment in Lieu of Taxes ("PILOT"). The PILOT is slated to take effect July 1, 2024. The PILOT structure for the Property will be as follows:

- For the first year, the Tax Payment shall be \$300.00 per unit. The Tax Payment shall increase by 3% annually in years two (2) through five (5).
- In year six (6), the Tax Payment shall increase to \$400.00 per unit. The Tax Payment shall increase by 3% annually in years seven (7) through ten (10).
- If the Property is transferred or sold subject to the Declaration of Covenants, the Tax Payment shall increase by four percent (4%) annually.

This approval will fulfill a critical housing need for Baltimore County families who are cost-burdened and in need of attainable housing. These 60 units will count towards the County's obligations under the Voluntary Compliance Agreement (VCA).

Prepared by: Department of Housing and Community Development

BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
APPENDIX A



**BALTIMORE COUNTY, MARYLAND  
INTER-OFFICE CORRESPONDENCE**

**TO:** Administrative Officer  
**FROM:** Kevin D. Reed, Director  
Office of Budget & Finance



**DATE:** 12/6/23  
**COUNCIL MEETING  
DATE:** 1/16/24

**SUBJECT:** Public Recordation of Announcement  
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Award Document

SCON 10002052 Oracle America, Inc.

This Supplier Contract is for the purchase of several software licenses to include support and maintenance through Oracle America, Inc. These products include Oracle Database Enterprise/Standard Edition, Internet Application Server, Oracle Advanced Security, Partitioning, Oracle Real Application Clusters, Oracle Audit Vault and Database Firewall. These products are proprietary to Oracle America, Inc. It was determined that it is in the best interest of the County to pursue an agreement directly with Oracle to ensure a quick resolution with guaranteed attentiveness to the needs of the County's Oracle applications based on the vendor's expertise of their own products. If Oracle products were unattainable, potential consequences to Baltimore County include the lost or compromise of data stored in the Oracle Databases and lack of technical support from Oracle in the case of software bugs related to the database software. Critical functions that Baltimore County provides to its citizens would be adversely impacted, such as 911.

5 yr. Estimated Award Total: \$2,500,000.00  
Award Date: 12/6/23

SCON 10001985 Ferguson Enterprises, LLC

This Supplier Contract is for the purchase of Chesterton seals, pumps, and parts through Ferguson Enterprises, LLC. Chesterton seals, pumps and parts are used in many of the County's pumping stations, including Long Quarters, Duck Creek, Delmar, and Old Stemmer's Run. Ferguson Industrial, LLC is the sole supplier of Chesterton mechanical seals. There is no other seal that are made to fit sewage pumps of this type. Seals will wear down over time and reach the end of their lifespan, they must be replaced. If the seals are not replaced and break, it renders the pump completely inoperable. This causes the facility to run at a decreased capacity, increasing the potential for overflows during high flow times like storms or flooding. This is a health and safety hazard for the public as well as County employees, and incurs a fine from the State of Maryland per the Consent Decree.

5 yr. Estimated Award Total: \$75,000.00  
Award Date: 12/7/23

cc: J. Benjamin Jr.,  
T. Bostwick  
L. Smelkinson